# RESOLUTION

## AUTHORIZING THE CITY OF NASHUA TO ENTER INTO A PARKING LOT LEASE AGREEMENT WITH SOUTHERN NEW HAMPSHIRE MEDICAL CENTER

## *CITY OF NASHUA*

*In the Year Two Thousand and Eight*

***RESOLVED*** *by the Board of Aldermen of the City of Nashua* that the City is authorized to enter into the attached Lease with Southern New Hampshire Medical Center for the parking lot adjacent to Southern New Hampshire Medical Center (behind CVS Pharmacy). The rental amount is $4,000 per month. The term is for three (3) years, with the Lessee having the right to renew annually after the expiration of the initial three (3) year lease.

# LEASE

**THIS LEASE** is made and entered into this _____ day of _____, 2008, by and between the CITY OF NASHUA, a municipal corporation existing under the laws of the State of New Hampshire (hereinafter LESSOR) and having an office for the transaction of business at 229 Main Street, Nashua, New Hampshire and SOUTHERN NEW HAMPSHIRE MEDICAL CENTER, a non-profit corporation existing under the laws of the State of New Hampshire (hereinafter LESSEE) and having a principal office for the transaction of business at 8 Prospect Street, Nashua, New Hampshire.

**WHEREBY:**

1. LESSOR does hereby lease to LESSEE, for the purpose of the parking of automobiles, a certain parcel of land owned by LESSOR, identified as Nashua Assessor's Sheet 31, Lot 7, containing 30,800 square feet.

2. This lease shall have a term of three (3) years, commencing on _____, 2008. LESSEE thereafter shall have the option to renew this lease annually by giving LESSOR written notice thereof at least ninety (90) days prior to the expiration of its term or of any subsequent renewal term. Provided, however, that LESSOR or LESSEE may terminate this lease as otherwise provided herein, or upon one hundred twenty (120) days written notice to the other party.

3. The LESSEE shall be responsible to the LESSOR for rent payments in money. Rent shall be paid monthly in advance on the first day of the month. This monthly rent shall be calculated as follows: Fifty Dollars ($50.00) per each parking space per month multiplied by eighty (80) parking spaces, for a total monthly rental payment of $4,000.00.

4. LESSEE shall peacefully have, hold and enjoy the premises, without objection, hindrance or interference by LESSOR subject to the provisions of this lease, provided that LESSEE complies with the terms hereof. In the event of LESSEE's failure to comply with the terms hereof, LESSOR may, at its option, terminate this lease upon thirty (30) days written notice to LESSEE.

5. LESSEE shall at all times during the term of this lease, and at its own cost and expense, keep and maintain, or cause to be kept and maintained, the premises in good order and in a clean, sanitary, healthful and safe condition. Without limiting the generality of the foregoing, this obligation shall include the duty to remove and properly dispose of snow from the premises, as well as the duty to remove and properly dispose of any unregistered or abandoned vehicles from the premises.

6. LESSEE shall maintain in full force and effect during the term of this lease liability insurance relating to the premises and to LESSEE's use and occupancy thereof. LESSEE shall deliver to LESSOR certificates of insurance indicating such coverage in an amount of not less than one million dollars ($1,000,000.00) single incident limit, designating the LESSOR as an additional insured, and providing that such coverage

may not be canceled or materially altered except upon thirty (30) days written notice to LESSOR. Notwithstanding any other provision of this lease, this lease shall terminate upon cancellation or an unacceptable material alteration of the specified insurance coverage.

7. LESSEE shall make no alterations to, or construct any improvements upon, the premises, with the exception of appropriate signage and markings consistent with the purposes of this lease and the use of the property authorized hereunder. Without limiting the provisions of Paragraph 8 of this lease, LESSEE shall bear all risks and liabilities associated with any such signage or markings, or the absence, of same, and LESSOR shall have no liability or responsibility with respect to same.

8. The LESSEE does hereby covenant and agree to defend, indemnify and hold harmless the LESSOR, and its officers and agents, from all claims and causes of actions of any kind and nature, relating to or arising out of the use and occupancy of the premises and does hereby agree to assume all risks and liability in said use and occupancy of the premises, and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property, including all costs and liabilities incurred in connection with any such claim, cause of action, accident, injury, or the defense thereof. This obligation to indemnify the LESSOR shall not be limited by the presence of insurance and shall survive the termination or expiration of this agreement as a binding obligation of the LESSEE to LESSOR.

9. Whenever by the terms of this lease, notice shall or may be given to LESSOR or LESSEE, such notice shall be in writing and shall be delivered in hand or sent by registered or certified U.S. mail, postage prepaid, to the address as stated above, or to such other addresses as may from time to time be designated by like notice. Notices to LESSOR should be directed to the City Clerk.

10. This lease may not be altered, changed or amended, nor any obligation hereunder or condition hereof be deemed waived, except by instrument in writing signed by LESSOR and LESSEE. The provisions of this lease shall extend and inure to the benefit of, and shall be binding upon LESSOR and LESSEE and their respective successors and assigns.

11. This lease shall be governed exclusively by the provisions hereof and by the laws of the State of New Hampshire.

12. This lease contains the entire agreement between the parties with respect to the subject matter hereof, and supercedes all prior understandings and agreements, if any, with respect thereto. However, any obligations of the LESSEE pursuant to any duly approved site plan pertaining to the leased premises shall remain in full force and effect.

WITNESSED BY:

CITY OF NASHUA, LESSOR

_____

By:_____
Donnalee Lozeau, Mayor
Duly authorized

SOUTHERN NEW HAMPSHIRE MEDICAL CENTER

_____

By:_____

Duly authorized

# LEGISLATIVE YEAR 2008

**RESOLUTION:** R-08-115

**PURPOSE:** **Authorizing the City of Nashua to enter into a parking lot lease agreement with Southern New Hampshire Medical Center**

**ENDORSER(S):** **Mayor Donnalee Lozeau**

**COMMITTEE ASSIGNMENT:**

**FISCAL NOTE:** **Fiscal impact will be $4,000 per month revenue to the City.**

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## ANALYSIS

This resolution authorizes the City of Nashua to enter into a parking lot lease agreement with Southern New Hampshire Medical Center for the city-owned lot located behind CVS Pharmacy and adjacent to the Southern New Hampshire Medical Center.

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**Approved as to form:** **Office of Corporation Counsel**

**By:** _____

**Date:** September 3, 2008

**RESOLUTION** R-08-115

**Authorizing the City of Nashua to enter into a parking lot lease agreement with Southern New Hampshire Medical Center**

**Endorsed by** Donald Lozeau Mayor

## IN THE BOARD OF ALDERMEN

1ST READING SEPTEMBER 9, 2008

Referred to:

COMMITTEE ON INFRASTRUCTURE

2nd Reading OCTOBER 14, 2008

3rd Reading

4th Reading

Other Action

Passed OCTOBER 14, 2008

Indefinitely Postponed

Defeated

Attest: City Clerk

President

Approved Mayor's Signature

10-19-08

Date

Vetoed:

Veto Sustained:

Veto Overridden:

Attest: City Clerk

President